

FORM 104 (10/06)

MAY 11 2010

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only) U.S. BANKRUPTCY COURT NEWARK, NJ BY <i>James J. Waldron</i> DEPUTY
PLAINTIFFS Susan C. Robichaud		DEFENDANTS Jason A. Sneider
ATTORNEYS (Firm Name, Address, and Telephone No.) Pro Se		ATTORNEYS (If Known) Dean Sutton, Esq. 18 Green Road, P.O. Box 187, Sparta, NJ 07871
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee <i>Listed as creditor</i>		PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Bankruptcy Fraud 11 U.S.C. §523(a)(2)		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other		FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce/sep property settlement/decrees <input type="checkbox"/> 65-Dischargeability - other
FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property		FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – reinstatement of stay <input type="checkbox"/> 72-Injunctive relief – other
FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)		FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest
FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)		FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment
FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation		FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause
FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny		Other <input type="checkbox"/> SS-SIPA Case - 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
(continued next column)		
<input type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint		Demand <input type="text"/>
Other Relief Sought		

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BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Jason A. Sneider		BANKRUPTCY CASE NO. 10-13785-DHS
DISTRICT IN WHICH CASE IS PENDING New Jersey	DIVISIONAL OFFICE	NAME OF JUDGE D. H. Steckroth
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE Ferguson
SIGNATURE OF ATTORNEY (OR PLAINTIFF) <i>Susan C. Robichaud, Plaintiff, Pro Se</i>		
DATE May 9, 2010	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Susan C. Robichaud	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 104, the Adversary Proceeding Cover Sheet, if it is required by the court. In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Parties. Give the names of the parties to the adversary proceeding exactly as they appear on the complaint. Give the names and addresses of the attorneys if known.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

(Hon. Donald H. Steckroth)

In Re:

JASON A. SNEIDER

Debtors.

Chapter 13

Case No. 10-13785-DHS

SUSAN ROBICHAUD

Plaintiff,

Adv. Pro. No.

v.

SNEIDER & SONS EXCAVATING, LLC;
WANTAGE BARN AND FENCE CO LLC;
HARDSCAPE CONSTRUCTION &
LANDSCAPEDESIGN, CO.;
JASON SNEIDER, INDIVIDUALLY

Defendants.

COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT PURSUANT TO
11 U.S.C. § 523(a)(2)

Plaintiff, Susan Robichaud by way of Complaint against the defendant

Jason A. Sneider states as follows:

JURISDICTION

1. This Court has jurisdiction over the within action pursuant to 28 U.S.C. §§ 1334(b) and 157(a).
2. This Complaint is within the Bankruptcy Court's core jurisdiction pursuant to 28 U.S.C. § 157(b)(2)(A),(B), and (I).
3. Plaintiff is entitled to bring this action pursuant to Rule 4007 of the Federal Rules of Bankruptcy Procedure.
4. Venue is proper in this Court pursuant to 28 U.S.C. §1409 (a).

PARTIES

5. Plaintiff, Susan Robichaud, is President of Robichaud Equestrian Retreats, LLC ("RER"), a limited liability company existing under the laws of the state of New Jersey, with a principal place of business at 12 Grafton Road, Stockton, New Jersey 08559.
6. Plaintiff resides at 12 Grafton Road, Stockton, New Jersey 08559.
7. Defendant, Jason A. Sneider, the Debtor herein, is an individual who represented to the Plaintiff to be an expert in pool installations and renovations, barn building, landscaping and hardscaping.
8. Defendant, Jason A. Sneider ("Sneider") is, on information and belief, president of Sneider & Sons Excavating, LLC; Wantage Barn & Fence Co., LLC; and Hardscape Construction & Landscape Design Co.
9. Defendant resides at 127 Sally Harden Road, Wantage, New Jersey 07461 with a mailing address of 127 Sally Harden Road, Sussex, New Jersey.

NATURE OF THE ACTION

10. This is an Adversary Proceeding in which the Plaintiff seeks a determination that Debtor's/Defendant's obligations to Plaintiff are not dischargeable pursuant to 11 U.S.C. § 523(a)(2).

FACTS

A. The Contract

11. On or about July 11, 2008, the Plaintiff, entered into a contract on behalf of RER with Defendant's business, Sneider & Sons, for the partial demolition and full renovation of an existing in-ground pool located at 12 Grafton Road, Stockton, New Jersey.

12. The contract was entered into at 12 Grafton Road, Stockton, New Jersey.

13. The agreed price for these services was \$16,900.00. A true and accurate copy of the contract is attached hereto as Exhibit A.

B. Payment of the Deposit

14. Upon execution of the contract, Plaintiff paid \$5,634.00 (five thousand six hundred thirty four dollars) to the Defendant as a deposit. A true and accurate copy of the check evidencing this payment is attached hereto as Exhibit B.

15. This check was deposited into Sneider & Sons bank account on July 14, 2008.

C. False Representations Regarding Start Dates

16. In the years 2008 and 2009 numerous start dates were set and work did not commence.

D. Request for and Failure to Return Deposit

17. Plaintiff made numerous requests for the return of the deposit in the years in 2008 and 2009, verbally, via regular and certified mail.

18. Despite these repeated attempts Defendant refused to return the deposit, and eventually ended all forms of communication.

E. Consumer Fraud Judgement against Sneider & Sons in Superior Court of New Jersey

19. On January 25, 2010 a Summons was mailed to Sneider & Sons for Case DC-000114-10 [Robichaud Equestrian Retreats, LLC v. Sneider & Sons, LLC].

20. On April 26, 2010 in the Superior Court of New Jersey Law Division – Special Civil Part, Judge Peter A. Buchsbaum, J.S.C. conducted a Proof Hearing and awarded RER treble damages capped at \$15,000 based on testimony that Sneider & Sons, LLC violated the Consumer Fraud Act. Court costs and attorney's fees were also awarded.

F. Bankruptcy for Defendant

21. Defendant filed for personal Bankruptcy on August 5, 2009 and listed Plaintiff as a creditor in an attempt to expunge a legitimate \$5,634 claim that Plaintiff's business, RER, had against Debtor's business, Sneider & Sons.

22. Upon information and belief, Defendant and/or his businesses have filed for Bankruptcy four times since 2003 to this current proceeding.

G. Misleading and Inaccurate Representations in Bankruptcy Proceedings

23. Defendant lists Plaintiff as creditor in his bankruptcy proceedings, which is improper, as Defendant and Plaintiff do not have any financial arrangements between themselves.

24. The only financial and contractual arrangements are between Defendant's business Sneider & Sons and Plaintiff's business RER.

25. Upon information and belief the Defendant is using personal Bankruptcy proceeding to discharge business debts.

H. Commingling of Personal and Business finances reported in Bankruptcy suggesting Fraud (pleading in the alternative)

26. Upon information and belief the Defendant has intermingled and intertwined his business affairs with his personal affairs in an attempt to defraud those with whom Defendant conducts business.

27. Defendant's other business obligations (see Ron Harris and Renee Harris v. Sneider & Sons Excavating, LLC; Wantage Barn & Fence Co., LLC; and Hardscape Construction & Landscape Design Co. Adversary Proceeding) have been listed in his personal affairs and personal bankruptcy.

28. The Chapter 13 Plan and Motions for the Defendant list heavy construction equipment and six vehicles (four pick-up trucks) more commonly associated with businesses such as Sneider & Sons Excavating, LLC; Wantage Barn & Fence Co., LLC; and Hardscape Construction & Landscape Design Co.

29. Upon information and belief, the John Deere Credit and Western Finance & Lease equipment listed in Defendant's Bankruptcy are more commonly associated with business operations.

30. Upon information and belief, the Defendant and Wantage Barn & Fence Co., LLC are listed together on a loan agreement with John Deere Credit.

COUNT ONE

31. Plaintiff repeats each and every preceding allegation as if fully set forth herein.

32. Defendant's obligations to the Plaintiff are non-dischargeable pursuant to 11 U.S.C. § 523(a)(2) as the Defendant did not enter into a contract with Plaintiff; therefore there was no contractual relationship between Debtor and Creditor.

33. The debt of \$5,634.00 was owed by Defendant's business, Sneider & Sons, to Plaintiff's business RER.

COUNT TWO

34. Plaintiff repeats each and every preceding allegation as if fully set forth herein.

35. In the alternative, Defendant's obligations to the Plaintiff are non-dischargeable pursuant to 11 U.S.C. § 523(a)(2) as the Defendant has commingled his personal and business activities and blurred the distinction between the two.

COUNT THREE

36. Plaintiff repeats each and every preceding allegation as if fully set forth herein.

37. Defendant's obligations to the Plaintiff are non-dischargeable pursuant to 11 U.S.C. § 523(a)(2) as the Defendant and his various business took money from the Plaintiff's business based on false pretenses, false representations and actual fraud.

WHEREFORE, Plaintiff demands judgment in its favor against Defendant for the following:

- a. Determining all obligations owed by the Defendant to the Plaintiff herein are non-dischargeable pursuant to 11 U.S.C. § 523(a)(2);
- b. determining that the Defendant's Bankruptcy petition should not be considered in isolation from the sum of Defendant's various business operations; and
- c. such other relief the Court deems equitable and fair.

By: Susan C. Robichaud
Susan C. Robichaud, *pro se*

Ex. 1989
Hardscape Construction & Landscape Design Co.

www.wantagebandservice.com

SNEIDER

& SONS

EXCAVATING INC.

WANTAGE BAND & SERVICE CO.

Local license
Page 10 of 11
973-702-0276

Estimate & Contract

DATE

6/25/08

62508EST

ESTIMATE SUBMITTED TO:

NAME: Sue Robichaud
STREET: 12 Grafton Rd.
CITY/STATE: Sergeantsville, NJ
PHONE: 508-520-2000
EMAIL: horseholiday@comcast.net

WANTAGE BAND & SERVICE CO.

WANTAGE, NJ 07461
 Phone(973)-702-0276
 Fax(973)-702-0276
 JASON A. SNEIDER

WORK TO BE PERFORMED AT:

Robichaud Residence

Item	Description	Price
1	Remove sidewalk around pool, 145ftX3ft.	
2	Remove diving board and concrete pad, 5ft.X8ft.	\$ 2,500.00
3	Remove old coping, 145ft.	
*	Note: Bury on site within 40ft. of site	
4	Field stone around pool in line of old coping, 1ft.X125ft. <i>Note: Code not clear on whether we need to rip out coping</i>	\$ 5,800.00
5	Remove and replace 6" water tile border, owner will supply, +/- 145ft.	\$ 1,500.00
6	Beige or gray paint, depending on condition	TBD
7	Cleanup existing condition of pool with a pressure washer Note: SNEIDER & SONS is not responsible for existing paint flaking off	\$ 1,500.00
8	Remove and replace filter system/haywood system	\$ 4,500.00
9	Add salter to system to eliminate chlorine	\$ 1,100.00
*	Sneider & Sons LLC. warranties all material and construction in this proposal will be free from defects for a period of five years from the date of final payment, provided the product was used as intended as per design and specified use.	
*	General notes: A) Sneider & Sons LLC. is not responsible for any septic, irrigation, electric, gas lines, or underground utilities on the property. B) Both parties, homeowner and Sneider & Sons LLC., are responsible to call 1-800-272-9999, known as Before You Dig.	
*	Prices good for only 30 days, price subject to change due to fuel and material increases.	
	<small>ALL MATERIALS TO BE PROVIDED SHALL BE AS DESCRIBED AS ABOVE. PROVIDED THAT, THIS IS THE ENTIRE CONTRACT DOCUMENT. THERE IS NO ADDITIONAL MATERIALS OR EQUIPMENT QUALITY. ALL WORK WILL BE PERFORMED BY THE CONTRACTOR IN A GOOD AND WORKMANLIKE MANNER. ANY WORK OR SERVICES RENDERED BY THE CONTRACTOR SHALL BE AT THE CONTRACTOR'S EXPENSE. NO FEES OR EXPENSES RENDERED BY THE CONTRACTOR SHALL BE SET FORTH IN THIS AGREEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, EQUIPMENT, WORK, SERVICES OR WORK RENDERED BY THE CONTRACTOR, OWNER, AND A NEW SERVICE COMPANY AS PROVIDED IN THIS AGREEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, EQUIPMENT, WORK, SERVICES OR WORK RENDERED BY THE CONTRACTOR, OWNER, AND A NEW SERVICE COMPANY AS PROVIDED IN THIS AGREEMENT. THE CONTRACTOR AGREES THAT IT WILL IMMEDIATELY CEASE ALL WORK, WHETHER ALL MATERIALS, EQUIPMENT, WORK, SERVICES OR WORK RENDERED BY THE CONTRACTOR, OWNER, AND A NEW SERVICE COMPANY AS PROVIDED IN THIS AGREEMENT, AS SOON AS PAYMENT IS MADE. IN THE EVENT THAT ANY LEGAL ACTION ARISES AS A RESULT OF THE CONTRACTOR FAILING TO PAY OR ANY VIOLATION OF THE TERMS OF THIS AGREEMENT, ONLY THE CONTRACTOR IS REQUIRED TO CONSULT AN ATTORNEY FOR THE ENFORCEMENT OF HIS RIGHTS UNDER THIS AGREEMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL LEGAL FEES INCURRED. ANY PAYMENT NOT MADE WITHIN THIRTY DAYS AFTER WRITTEN DEMAND FOR PAYMENT SHALL INCUR INTEREST AT A RATE OF 1% PER MONTH OVER AND ABOVE THE AMOUNT PAYABLE. THE CONTRACTOR AGREED THE RIGHT TO STOP WORKS UPON SUCH TIME AS THE PAYMENT HAS BEEN MADE UPON DEMAND OF THE OWNER. THE CONTRACTOR AGREED, GENERAL LIABILITY INSURANCE HAS BEEN OBTAINED THROUGH COMPANY INSURANCE. A COPY OF AN INSURANCE CERTIFICATE SHALL BE MAILED UPON CONCLUSION OF WORK OR AS SOON AS POSSIBLE. YOU MUST CALL, FAX, OR E-MAIL THE OWNER BEFORE REQUESTING THE RELEASE OF THE DEPOSIT MONEY DAY AFTER COMPLETION IF YOU NEED A WRITTEN NOTICE OF CANCELLATION OR RESERVATION OR CERTIFIED MAIL, RECEIPT REQUESTED TO MAILED OR FAXED TO SNEIDER & SONS LLC. AT ABOVE ADDRESS.</small>	\$16,900.00

With Payments as follows:

UPON SIGNING
 UPON START OF JOB
 UPON COMPLETION

<i>Jc #1192 RTR</i>	1ST INSTALLMENT	\$ 5,634.00
	2ND INSTALLMENT	\$ 5,634.00
	3RD INSTALLMENT	\$ 5,632.00

Acceptance Of Proposal

Signature: *Sue Robichaud*

Date: *7/11/08*

Needs to document model of filter, pump, motor size
 cost of plastering also electric needs
 for filter & pump

